

TENTATIVE AGREEMENT

ARTICLE 14 VACATION

14.1. Annual Leave Credits

After six (6) months of continuous state employment, full-time employees will be credited with the annual leave they accrued during the previous six (6) months, according to the rate schedule and annual leave accrual below. Thereafter, employees will be credited with annual leave accrual monthly, according to the rate schedule and annual leave accrual below.

14.2. Rate of Accrual

Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month will accrue annual leave according to the rate schedule below. Annual leave accrual for part-time employees will be proportionate to the number of hours the part-time employee is in pay status during the month to that required for full-time employment. Previous state service is not considered until the total equals seven years when combined with current employment.

Full Years of Service	Hours Per Year
During the first year of current continuous employment	Ninety-six (96)
During the second year of current continuous employment	One hundred four (104)
During the third and fourth years of current continuous employment	One hundred twelve (112)
During the fifth, sixth, and seventh years of current	One hundred twenty (120)

continuous employment	
During the eighth, ninth, and tenth years of total employment	One hundred twenty-eight (128)
During the eleventh year of total employment	One hundred thirty-six (136)
During the twelfth year of total employment	One hundred forty-four (144)
During the thirteenth year of total employment	One hundred fifty-two (152)
During the fourteenth year of total employment	One hundred sixty (160)
During the fifteenth year of total employment	One hundred sixty-eight (168)
During the sixteenth year of total employment and thereafter	One hundred seventy-six (176)

14.3. Accrual Limitations

Employees may accrue unlimited annual leave during the year until their anniversary date. Any time in excess of 240 hours on the anniversary date shall be lost.

14.4. Exception to Maximum Accrual

If an employee's request for annual leave is denied by the Employer, and the employee has not exceeded the annual leave maximum (240 hours) but will exceed the annual leave maximum after the denial of leave, the Employer may grant an extension for each month that the Employer defers the employee's request for annual leave. Excess leave shall be taken by the employee as soon as possible.

14.5. Sick Leave While on Annual Leave

Employees who become ill or injured during annual leave may revise their Time and Activity Report from annual leave to sick leave for the period of their incapacitation. This revision must occur within five calendar days of returning to duty, or by the fifth (5th) day of the following month if at the end of the month.

1 The revised Time and Activity report must be approved by the supervisor, who
2 may require a written medical certificate.
3

4 **14.6. Vacation Leave Defined**

5 Vacation leave is defined as approved annual leave for a period of one (1) or more
6 consecutive working days
7

8 **14.7. Vacation Requests**

9 Employees are encouraged to submit vacation requests to their supervisor no later
10 than December 31 for the following calendar year. Requests submitted by that
11 deadline shall be processed on a seniority basis within each working unit, with the
12 senior employee selecting a period of up to twenty (20) consecutive workdays
13 followed in seniority by the other employees. When all have selected, employees
14 may, by seniority, choose a second vacation period. After this second selection,
15 additional vacation periods, if desired, shall be arranged with the supervisor. No
16 employee may exercise seniority to select a vacation block of more than twenty
17 (20) vacation days.
18

19 Additional vacation leave shall be arranged with the supervisor. After December
20 31, changes or additions to the employee's vacation schedule shall be processed
21 on a first-come, first-served basis.
22

23 **14.8. Miscellaneous**

24 If the supervisor determines coverage can be maintained without planned
25 overtime expenditures, more than one (1) employee may be on leave at the same
26 time. Annual leave shall be charged in one-tenth (1/10th) of an hour increments.
27 When considering requests for annual leave the Employer will take into account
28 the desires of the employee but may require that leave be taken at a time
29 convenient to the employing office or department. A Time and Activity Report
30 shall be submitted before taking leave. Employees will not be authorized to take

1 scheduled vacation leave if they will not have sufficient paid leave (annual leave,
2 personal holiday, compensatory time, holiday credits) to cover such absence.
3

4 **14.9. Vacation Cancellation.**

5 Scheduled vacations shall not be cancelled except for operational necessity.
6 Should the Employer be required to cancel scheduled vacation leave because of
7 an emergency or exceptional business need, affected employees may select new
8 vacation leave from available dates. In addition, the employee shall be
9 reimbursed by the Employer for:
10

11 A. All of the employee's travel and lodging costs, outside of the
12 employee's normal commute costs, reasonably associated with the
13 call back to work; and
14

15 B. All documented financial losses, including non-refundable
16 deposits, travel fares and other unrecoverable losses incurred by
17 the employee as a result of the unanticipated cancellation of his or
18 her vacation. Proof of payment or of non-refundable deposits may
19 be required.
20

21 **14.10. Vacation Callback**
22

23 A. If an employee receives notice that a callback for a court appearance or for
24 other authorized purposes conflicts with a previously scheduled vacation
25 period the employee shall promptly notify his/her supervisor of the
26 conflict and of any known, verifiable financial losses, including non-
27 refundable deposits, travel fares, and other unrecoverable losses the
28 employee will incur if he/she is required to forfeit their approved vacation
29 in order to return to work. If the supervisor is unable to resolve the

1 conflict and the employee is called back by the bureau chief/director, the
2 provisions of this Article shall apply.

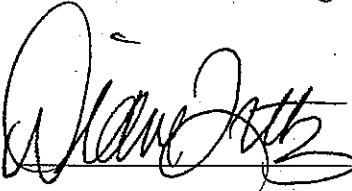
3
4 B. If an employee is called back to work by the bureau chief/director for any
5 purpose permitted by section 14.9 above, the employee shall not be
6 charged vacation leave for any part of any day(s) spent traveling back to
7 their assigned work station nor shall the employee be charged vacation
8 leave for any part of a day worked following the employee's call back.
9

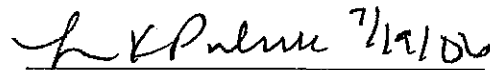
10 **14.11 Separation**

11 Any employee who resigns with adequate notice, retires, is laid-off, or is
12 terminated by the Employer will be entitled to payment for annual leave credits.
13 In addition, the estate of a deceased employee will be entitled to payment for
14 annual leave credits.
15
16

17 For the State of Washington:

For the Association:

18
19
20  7/19/06

 7/19/06

21 Diane Lutz date

Leann Paluck date

22 Chief Spokesperson

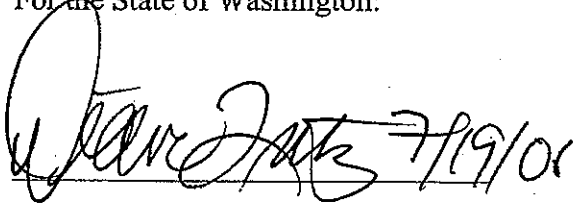
Chief Spokesperson

MEMORANDUM OF UNDERSTANDING

Between the
Washington State Patrol (WSP)
and the
Washington State Patrol Lieutenants Association (WSPLA)

The parties agree that if the annual leave accrual rate is increased through the collective bargaining process now taking place between the WSP and the Washington State Patrol Troopers Association, the same increase will be given to the WSPLA.

For the State of Washington:

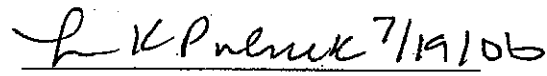


Diane Lutz

date

Chief Spokesperson

For the Association:



Leann Paluck

date

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE 15

PERSONNEL RECORDS

15.1. Official Personnel Files

A. Each employee shall have an official personnel file maintained by the Human Resource Division (HRD). HRD is accountable for the maintenance, disposition, and confidentiality of all official personnel files.

B. Contents of the Official Personnel Files

Employee files are organized into sections. The contents of the sections may include, but are not limited to:

General Personnel Documents:

- Transfer Orders
- I-9 and Supporting Documents
- Cadet Appointment Letter
- Commission/Appointment Letter
- Leave of Absence (Educational, etc.)
- Personnel Orders
- Personnel/Payroll Documents
- Personnel History
- Resignation
- Retirement
- Special Temporary Assignments

- Termination
- U.S. Military Records
- Peace Officer Certification

Job Performance Documents:

- Awards
- Commendations and Complimentary Letters
- Evaluations
- Probationary Letters

Employee Development Documents:

- Out-of-Department Training Schools
- School Transcripts or Certificates

15.2. Supervisory Files

A. Supervisory files contain supporting documents, references, or records maintained by the employee's supervisor relating to an employee's job performance. Supervisory files may contain, but are not limited to:

1. Positive and/or negative documentation of job performance.
2. Telephone records.
3. Departmental correspondence.
4. Documents concerning counseling, improvement plans, work contracts, etc.

1
2 B. When information in the supervisory file is purged it shall be returned to
3 the employee. Upon retirement or other termination of employment, the
4 employee shall be given his/her supervisory file.

5
6 C. Transfer of Supervisory File

7 When an employee transfers, the supervisor shall forward all supervisory
8 file records to the new supervisor. The supervisory file shall be sealed,
9 marked "confidential," and delivered by the employee to the new
10 supervisor.

11
12 15.3. Access to Personnel Files and Supervisory Files

13 Employees have the right to confidentiality related to individual performance,
14 personal information and personnel issues to the extent provided/allowed by law.
15 The Employer and the Association will take appropriate steps to maintain such
16 confidentiality. The department shall have access to an employee's personnel and
17 supervisory file when necessary for departmental operations. Access to the files
18 shall be limited to:

19
20 A. Employees with proper identification requesting to examine their own file.
21 Examination will be in the presence of the HRD Commander or designee.
22 Employees shall not remove any material from their files; but may have
23 the Human Resource Division provide, without charge, a copy of any
24 material in the files.

25
26 B. The Chief.

27
28 C. The Deputy Chief
29

- 1 D. The Assistant Chiefs and Bureau Directors.
- 2
- 3 E. Assistant Attorneys General assigned to represent the WSP and their
- 4 authorized staff (e.g., paralegal, tort investigator).
- 5
- 6 F. An employee's representative having written authorization from the
- 7 employee.
- 8
- 9 G. Supervisors and managers in the employee's direct chain of command.
- 10
- 11 H. The Department of Personnel.
- 12
- 13 I. Officials whose duties require access to personnel files (determined by the
- 14 HRD Commander). After access has been approved by the HRD
- 15 Commander or designee, an entry in the Personnel File Access Record
- 16 shall be made, documenting the name of the individual examining the file
- 17 and the date of the examination. No materials may be removed from the
- 18 employee's file except pursuant to the purging provisions of this Article.
- 19
- 20 J. Except for the HRD Commander or HRD staff on official business, any
- 21 access into a personnel file shall be noted on the file access record. The
- 22 personnel file access record shall be attached to the inside cover of the file
- 23 jacket.
- 24

25 **15.4 Public Disclosure**

26 When documents or information in an employee's personnel file or supervisory

27 file are the subject of a public disclosure request, the Employer will provide the

28 employee with a copy of the request at least seven (7) calendar days in advance of

29 the intended release date. The Employer will redact the employee's social

1 security number on any document subject to a public disclosure request prior to
2 its release.

3
4 **15.5. No Secret Files**

5 Only one (1) official personnel file and supervisory file shall be maintained for an
6 employee, though copies of district-related personnel records may be maintained
7 at the district level. No secret personnel file or any other secret file will be kept
8 for any employee. This does not preclude a supervisor from maintaining notes on
9 an employee's job performance in the supervisory file for the purpose of
10 preparing performance evaluations or for corrective action.

11
12 **15.6. Adverse Comments**

13 A copy of any material to be placed in an employee's personnel file or
14 supervisory file that might lead to disciplinary action will be provided to the
15 employee. An employee may have documents relevant to his or her work
16 performance placed in his or her personnel or supervisory file.

17
18 A. Employees shall not have any material that might lead to disciplinary
19 action entered into their personnel or supervisory file without having first
20 read and signed the document containing the material, indicating they are
21 aware of the material; except that the material may be entered into the file
22 if, after reading the document(s), the employee refuses to sign. Should an
23 employee refuse to sign, that fact shall be noted on the document.

24
25 B. Employees shall have ten (10) days to file a written response after being
26 made aware of material entered into their personnel or supervisory file that
27 might lead to disciplinary action. Such written response shall be attached
28 to and shall accompany the adverse material.

1 **15.7. Retention**

2 Records retention shall be accomplished in accordance with the WSP Regulation
3 Manual and state records retention laws and schedules. Material attached to and a
4 part of any document identified below shall carry the same retention period as the
5 document itself. All purged materials shall be provided to the employee.
6

7 **15.8 Medical Files**

8 Medical files will be kept separate and confidential in accordance with state and
9 federal law.
10

11 **15.9. Access**

12 Nothing herein shall be construed as limiting any rights the Association has under
13 the law to access records.
14

15 **15.10 Performance Evaluations**

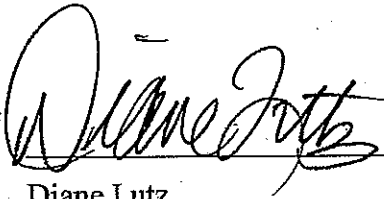
16
17 A. The performance evaluation process gives supervisors an opportunity to
18 discuss performance goals and expectations that meet the agency's
19 objectives with their employees, assess and review their performance with
20 regard to those goals and expectations, and provide support to employees
21 in their professional development, so that skills and abilities can be
22 aligned with agency requirements.
23

24 B. To recognize employee accomplishments and address performance issues
25 in a timely manner, discussions between the employee and the supervisor
26 will occur throughout the evaluation period. Performance problems will
27 be brought to the attention of the employee to give the employee the
28 opportunity to receive any needed additional training and to correct the
29 problem before it is mentioned in an evaluation.

C. Performance evaluations are not subject to the grievance procedure of this Agreement.

For the State of Washington:

For the Association:

 7/19/06

Diane Lutz

date

Chief Spokesperson

 7/19/06

Leann Paluck

date

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE 16

DISCIPLINE AND DISCHARGE

16.1 Discipline

A. With the exception of the suspension or demotion of probationary employees pursuant to RCW 43.43.060, the Employer will not discipline any employee without just cause.

B. Discipline includes suspensions, demotions and discharges. Written reprimands and transfers as a result of a disciplinary sanction are not considered discipline for purposes of appeal to a Disciplinary Review Board or Trial Board. Written reprimands may be appealed only through Step 2 of the grievance procedure. Transfers as a result of a disciplinary sanction may be appealed through the grievance procedure. Corrective actions including counseling and oral reprimands are not subject to appeal through this Article or the grievance procedure; however, employees may provide a written response in accordance with Article 15.6.

C. The Employer has the authority to determine the method of conducting investigations; however, any proposed change to any term or provision of the Regulation Manual or Administrative Investigations Manual concerning internal investigations shall be subject to the concurrence process in Article 24.

D. The parties are committed to resolving disciplinary matters involving bargaining unit employees in a manner that is expeditious, fair, reduces the amount of formal process and is designed to resolve issues at the lowest possible level. The

Employer will continue to use the Non-Investigative Matters (NIM) and Settlement Agreement Process when appropriate as mechanisms for accomplishing this goal.

E. Upon completion of an investigation, the appointing authority shall evaluate the investigation file. The appointing authority shall determine whether or not the charges are sustained. After consultation with the Office of Professional Standards Commander regarding past sanctions for similar violations, the appointing authority will initially determine the degree of discipline to impose.

F. The following matrix will determine the possible range of sanctions for proven allegations.

Level	1st offense	2nd offense	3rd offense
Minor	Counseling – written reprimand	Counseling – written reprimand	Written reprimand
Moderate	Written reprimand – 2 working day suspension	1 working day suspension – 5 working day suspension	3 working day suspension – 10 working day suspension
Major	3 working day suspension – termination	6 working day suspension – termination	11 working day suspension – termination

1. New information discovered in the investigative process could alter the final sanction or result in an employee being served with new charges.
2. Depending upon the employee's disciplinary history, the appointing authority has the option of pre-determining that the new allegation(s) would fall within the first offense of the next higher level if there has been

1 like or similar misconduct within the prior twelve (12) months. For
2 example, if an allegation would normally be within second or third offense
3 but prior sanctions warrant, it can be placed under the first offense at the
4 next higher level (minor to moderate or moderate to major).

5
6 3. More than three violations within a severity level will automatically move
7 any subsequent violations to the first offense category in the next higher
8 level.

9
10 4. Multiple violations involving the same incident will each receive a
11 determination, but only one (1) sanction will be issued for the incident.

12
13 5. The OPS Commander and appointing authorities have the latitude and are
14 encouraged to explore negotiated settlements such as last chance
15 agreements, suspended sentences, or other innovative approaches. The
16 Employer and the Association may agree to a sanction outside the range
17 on the matrix as a part of a non-precedential settlement agreement.

18
19 G. The Employer has the authority to impose discipline, which is then subject to the
20 appeal process set out in Sections 16.3 and 16.4 below, except that suspension or
21 demotion of a probationary employee is at the sole discretion of the Employer and
22 may not be appealed through the processes in this Article or the grievance
23 procedure in Article 17 of this Agreement.

24
25 **16.2 Due Process Meetings**

26
27 A. Prior to the final decision, the accused employee will be provided with a copy of
28 all the charges in the investigation and furnished a copy of the completed
29 investigative file.
30

1 B. The employee will have a minimum of three (3) working days to review the case.
2 This period may be extended if the employee has legitimate justification for an
3 extension.

4
5 C. The employee may choose to accept the proposed discipline. If the employee
6 does not accept the discipline, a conference shall be conducted following the three
7 (3) day period, unless an extension has been granted or the employee has waived
8 his or her right to this due process meeting. The accused employee will be
9 afforded the opportunity to present any mitigating evidence he/she deems
10 pertinent. The employee may submit his or her evidence verbally or in writing.
11 The session shall be tape-recorded. The employee may also record the session or
12 request a copy of the tape made by the commander. A representative of the
13 Association may represent the employee at the conference.

14
15 D. The appointing authority may submit questions arising from the conference to the
16 Office of Professional Standards for follow-up investigation if he/she deems the
17 follow-up is necessary.

18
19 E. When making the final decision regarding discipline, the appointing authority will
20 evaluate the mitigating evidence presented by the employee and may consult
21 again with the Office of Professional Standards.

22
23 F. The accused employee will be notified by OPS of the final determination and the
24 employee and the Association will be provided with a copy of all the charges.

25
26 **16.3 Election of Remedies**

27 Any non-probationary employee who receives a suspension, demotion, or discharge shall
28 be subject to the Disciplinary Review Board (DRB) procedures or the Trial Board
29 procedures. Any probationary employee who receives a discharge shall be subject only
30 to the Trial Board procedures. Only the Association may advance a case to the DRB. If

1 the Association denies the employee's request to proceed to the DRB, then the employee
2 may proceed to the Trial Board. If the employee elects the Trial Board, the provisions of
3 RCW 34.05, RCW 43.43, and WAC 446-08 shall apply. An appeal from the Trial Board
4 to Thurston County Superior Court will not stay the Chief's decision.

5
6 **16.4. Disciplinary Review Board**

7
8 A. The Association may not appeal a discipline to the DRB unless the employee
9 subjected to discipline has executed a waiver of rights to elect a Trial Board.

10
11 B. If the Association elects to appeal to the DRB, the notice shall be filed and served
12 with the Chief's office within ten (10) days of receipt of the notice of disciplinary
13 charges.

14
15 C. If the Association elects the DRB, the discipline will be imposed immediately
16 after the time limit in Section 16.4 B has expired.

17
18 D. Selection of the Board

19 The selection of a neutral third party and one (1) member from the bargaining unit
20 and one (1) bureau chief/director shall occur whenever a case is referred to the
21 DRB. The Chair of the Board shall be a neutral third party jointly selected by the
22 Employer and the Association. The parties shall jointly attempt, within ten (10)
23 calendar days from the date of the written appeal to the DRB, to select a chair. If
24 the parties fail to agree, they shall request a list of seven (7) arbitrators from the
25 Federal Mediation and Conciliation Service (FMCS), with all arbitrators being
26 members of the National Academy of Arbitrators. The parties shall alternatively
27 strike from the list until only one (1) name remains. The remaining name shall be
28 the neutral chair. In the hearing, the Chair shall only vote in the case of a tie, and
29 shall not participate in deliberations of the Board until a tie vote is indicated. The
30 only other duties of the Chair shall be ruling on admissibility of evidence. All

1 hearings must be completed within six (6) months of the selection of the Chair,
2 unless an extension is mutually agreed to by the parties to this Agreement. The
3 DRB members who are employees of the WSP shall be in on-duty paid status and
4 be entitled to expenses, according to agency procedures. No WSPLA officer or
5 Executive Board member shall be appointed to the DRB.
6

7 E. Record

8 The record before the DRB and discovery shall be developed in accordance with
9 the WSP Regulation Manual, except as provided herein. Charges shall be proven
10 by a preponderance of the evidence. The proceedings before the DRB shall be
11 tape-recorded.
12

13 F. Hearings

14 The neutral shall act as the presiding officer and shall make rulings on evidence.
15 In addition to DRB members, the neutral may also ask questions of witnesses.
16 Evidence shall be admitted as to whether written regulations of the Employer
17 contained in the Regulation Manual were violated; but the DRB is not the forum
18 to contest the wisdom or efficacy of such regulations. The parties shall be
19 encouraged to stipulate to facts. The neutral shall reduce the decision of the Board
20 to writing. If the other members of the DRB are not able to agree on a finding in
21 the case, the neutral shall decide the case.
22

23 G. Work Record

24 The work record of the employee may be admitted only to assist the Board in
25 fixing of sanctions.
26

27 H. Other Discipline

28 Discipline in similar cases shall be relevant to the fixing of sanctions.
29

30 I. Costs

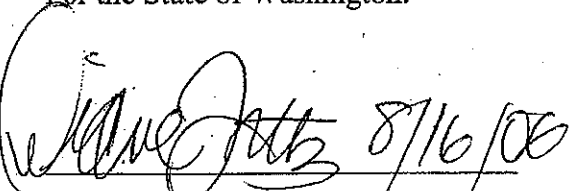
The parties will split the fees for the services of the neutral, the costs of the hearing facility, and any related costs. Witnesses shall be compensated in accordance with state law. Each party shall be responsible for the costs of its own discovery and attorney fees.

J. Finality

The decision of the DRB shall be rendered in writing no later than thirty (30) days after the close of the hearing, and shall be final and binding on the parties, subject to reversal only if the DRB has made an error of law under RCW 34.05.

For the State of Washington:

For the Association:

 8/16/06
Diane Lutz

date

Chief Spokesperson

 8/23/06
Leann Paluck

date

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE 17 GRIEVANCE PROCEDURE

17.1. Purpose

The purpose of this grievance procedure is to establish effective procedures for the fair, expeditious, and orderly resolution of grievances at the lowest possible level. Within this spirit, the following procedure is not to substitute or in any way inhibit open communications between the employee and supervisor.

17.2. Exclusivity

This grievance procedure shall be the exclusive grievance procedure for the resolution of disputes regarding the specific meaning, interpretation or application of the express provisions of this Agreement for all employees of the bargaining unit.

17.3. Definition

A grievance is an allegation by an employee, or by a group of employees (with respect to a single common issue) or by the Association involving the meaning, interpretation, or application of the express provisions of this Agreement.

17.4. Filing

A. Any employee, the Association, or any group of employees covered by the Agreement and who believe they have been aggrieved may file a grievance in accordance with the provisions of this Article. In the presentation of grievances, involved employees will not be discriminated

1 against, interfered with, restrained, or suffer any reprisals as a result of the
2 grievance.

3
4 B. All grievances shall be filed on a mutually acceptable form provided by
5 the Department. Only those grievances filed on the official grievances
6 form will be processed by the Department. The Employer will provide a
7 copy of any grievance filed by an employee to the Association.

8
9 1. A grievance filed by an individual employee will be signed by the
10 individual employee and will cover only the individual employee
11 filing the grievance.

12
13 2. A grievance filed by a group of employees will be signed by each
14 aggrieved employee and will cover only each individual employee
15 signing the grievance.

16
17 3. A grievance filed by the Association will be signed by a
18 representative of the Association and will cover all aggrieved
19 bargaining unit employees in accordance with Section 17.10,
20 Group Grievances.

21
22 **17.5. Discipline**

23 Either the established statutory disciplinary process of a Trial Board and/or
24 Superior Court, or Disciplinary Review Board described in Article 16 shall be the
25 sole appeal process for an employee who is suspended, demoted or discharged.

26
27 **17.6. Procedure**

28 A grievance shall be processed in the following manner:

29
30 Step 1

1 The affected employee(s) and/or the Association shall discuss the grievance with
2 the affected employee's immediate supervisor within fifteen (15) calendar days
3 after the grievant becomes aware of its occurrence or should have been aware of
4 the occurrence. If the grievant is not satisfied, the grievance shall be submitted in
5 writing to the employee's immediate supervisor within fifteen (15) calendar days
6 after the meeting with the supervisor. The grievance shall state the facts of the
7 grievance, the date on which the incident occurred, a specific description of how
8 each cited article and section of the Agreement was allegedly violated, and the
9 specific remedy sought. The immediate supervisor shall respond within fifteen
10 (15) calendar days of receipt thereof.

11
12 Step 2

13 If the grievance has not been settled at Step 1, the grievant/Association may
14 present the grievance in writing to the Chief within fifteen (15) calendar days
15 after the response specified in Step 1 is due. The Chief or designee shall contact
16 the grievant/Association to schedule a meeting or telephone conference call to
17 discuss the grievance within fifteen (15) calendar days after receipt thereof.
18 Within fifteen (15) calendar days after the meeting or conference call, the Chief or
19 designee shall respond in writing to the grievant/Association with a decision on
20 the grievance.

21
22 Step 3

23 A. If the grievance is still unsettled, the Association may refer the grievance
24 to arbitration within fifteen (15) calendar days of receipt of the response
25 specified in Step 2. The parties shall jointly select an arbitrator in the
26 same manner as set forth in Article 16.4 D. The arbitrator shall be notified
27 of the selection by a letter jointly authored and signed by the Department
28 and the Association. All arbitration hearings shall be held in Olympia,
29 Washington (unless the parties mutually agree otherwise).

1 B. The arbitrator shall act in a judicial, not legislative, capacity and shall have
2 no right to amend, modify, nullify, ignore, add to, or subtract from the
3 provisions of this Agreement or of any Washington State Patrol (WSP)
4 regulation, policy or procedure directly related to personnel matters. The
5 arbitrator shall only consider and make a decision with respect to the
6 specific issue submitted, and shall have no authority to make a decision on
7 any other issue not so submitted to the arbitrator. In the event the
8 arbitrator finds a violation of the terms of this Agreement, the arbitrator
9 shall fashion an appropriate remedy. The arbitrator shall be without power
10 to make a decision contrary to or inconsistent with or modifying or
11 varying in any way the application of laws and rules and regulations
12 having the force and effect of any state law. The arbitrator shall submit in
13 writing the decision within thirty (30) calendar days following the close of
14 the hearing or the submission of briefs by the parties, whichever is later,
15 unless the parties agree in writing to an extension. The decision shall be
16 based solely upon the arbitrator's interpretation of the meaning or
17 application of the express terms of this Agreement to the facts of the
18 grievance presented. A decision rendered consistent with the terms of this
19 Agreement shall be final; however, a decision which exceeds the authority
20 granted herein may be appealed to a court of proper jurisdiction in
21 accordance with law.

22
23 C. More than one (1) grievance may be submitted to the same arbitrator if the
24 parties mutually agree in writing.

25
26
27 **17.7. Expenses**

28 Expenses for arbitration shall be shared equally by both parties; however, each
29 party shall be responsible for compensating its own representatives and witnesses.
30 If either party desires a verbatim recording of the proceedings, it may cause such

1 a record to be made, provided it pays for the record. If the other party desires a
2 copy, both parties shall jointly share the cost of the transcript, all copies, and all
3 other recording and/or transcription costs.
4

5 **17.8. Time Limits**
6

7 A. Each party involved in a grievance shall act quickly so that the grievance
8 may be resolved promptly. Every effort should be made to complete
9 actions within the time limits contained in the grievance procedure;
10 however, with the mutual written consent of the parties, the time limitation
11 for any step may be extended.
12

13 B. If at any step of the grievance procedure the Employer fails to issue a
14 response within the time limits set forth in this Article, the grievance shall
15 automatically advance to the next step of the grievance procedure, unless
16 withdrawn by the grievant or the Association. If the grievant or
17 Association fails to comply with the time limits specified herein, the
18 grievance will be considered withdrawn and it cannot be resubmitted.
19

20 C. No grievance shall be entertained or processed unless it is submitted
21 within fifteen (15) calendar days after the employee concerned has
22 become aware, or should have become aware, of the event or occurrence
23 giving rise to the alleged grievance. The time limits in this grievance
24 procedure shall be deemed to have been met if the response or submittal is
25 faxed, emailed or post-marked within those time frames.
26

27 **17.9. Release Time**

28 All grievances shall be heard on paid status for the aggrieved employee, however
29 should it be necessary to adjust an employee's schedule on the day of the
30 grievance hearing, no overtime or penalty payment shall be incurred as a result of

1 the schedule change. If a grievance hearing extends beyond the employee's
2 normal shift, no overtime will be paid for the time beyond the employee's normal
3 shift length. Whenever possible the parties agree to conduct grievance hearings
4 by telephone. In those cases where the parties agree to conduct an in-person
5 hearing, the aggrieved employee may use a state vehicle to travel to the hearing.
6 The aggrieved employee may have an Association representative accompany
7 him/her through the grievance steps. When the Association activities involving
8 processing written grievances and representation of Association members at
9 grievance hearings occur during an Association representative's regularly
10 scheduled duty hours, the activities will be performed on duty. If the activities
11 require the Association representative to travel to a district other than his/her own,
12 then actual travel time up to three (3) hours shall be on duty. No overtime,
13 compensatory time, call-out pay, or shift adjustment penalty shall be authorized.
14 Investigation of grievances shall be on the Association representative's own time.
15

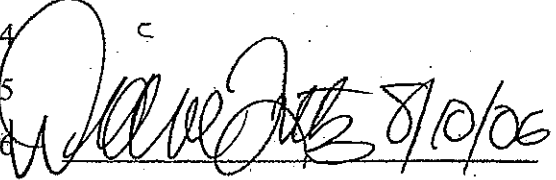
16 **17.10. Group Grievance**

- 17
- 18 A. The Association may file a group grievance upon mutual agreement of the
19 Association and the Chief; or
20
- 21 B. The Association may file a group grievance, without mutual agreement, at
22 Step 3 of the grievance procedure within fifteen (15) calendar days after
23 the grievant becomes aware, or should have become aware, of its
24 occurrence. The grievance shall identify the class of employees covered
25 by the grievance, the date on which the incident occurred, a specific
26 description of how each cited article and section of this Agreement was
27 allegedly violated, the facts of the grievance, and the specific remedy
28 sought. The Employer's obligation to respond to the grievance shall not
29 begin to run until the Association submits to the Employer a list of all the
30 names of employees covered by the grievance and the facts of each

1 employee grieving. If the Association does not submit this information
2 within forty-five (45) calendar days of the filing of the grievance, the
3 grievance is deemed to be withdrawn. The Department's potential
4 liability extends only to the named grievant(s). Failure to identify the
5 facts of an employee's grievance constitutes withdrawal from the group
6 grievance of that employee. A group shall be defined as three (3) or more
7 employees. Only one (1) employee from the group may attend in paid
8 status in accordance with Section 17.9, Release Time, unless more than
9 one (1) employee is necessary in order to completely present the facts, and
10 then only long enough to present the needed testimony.
11
12

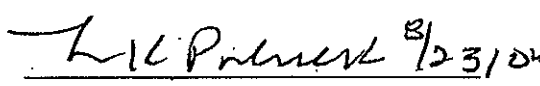
13 For the State of Washington:

For the Association:

14 
15
16
17 Diane Lutz

date

18 Chief Spokesperson
19


Leann Paluck

8/23/06
date

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE 18

GENERAL PROVISIONS

18.1. Uniforms and Equipment

A. The Employer agrees to provide required uniforms and equipment for employees in the bargaining unit. All issues regarding the uniform shall be dealt with in the LRAC setting. The Supply Section shall determine and set all technical specifications for uniform items.

B. The Employer agrees to repair or replace Employer-owned uniforms damaged, destroyed, or excessively soiled on duty unless gross negligence can be shown on the part of the employee.

C. The Employer agrees to repair or replace employee-owned equipment damaged or destroyed beyond normal wear while on duty unless gross negligence can be shown on the part of the employee. The Employer is only obligated to reimburse the employee for personal property when the employee has received prior written approval to use the personal property while on duty. Repair or replacement of watches will be actual cost not to exceed fifty dollars (\$50); other items will be at "fair market" value. Claims for damaged eyeglasses shall be processed through the Department of Labor and Industries.

18.2. Off-Duty Employment

Bargaining unit employees may engage in private law enforcement off-duty employment, in uniform or in plainclothes for private benefit, subject to

1 guidelines adopted by the Chief, provided that the integrity and professionalism of
2 the Washington State Patrol is preserved.

3
4 **18.3. Residence Requirement**
5

6 A. Employees must reside within forty-five (45) miles of their assigned
7 district, division or detachment office.

8
9 B. The Internet program Expedia.com (shortest route) will be the official
10 measurement of the distance from the division, district or detachment
11 office, to the employee's residence. If Expedia.com does not recognize a
12 street name or address, employees will be responsible for finding the
13 nearest address that Expedia.com does recognize and then driving the
14 remaining distance with their supervisor to determine whether the
15 residence is within the mileage limitations.

16
17 C. The mileage determination on Expedia.com will not contain water (ferry)
18 miles, airline, straight line or any other method of mileage measurement
19 other than all season maintained streets recognized by Expedia.com. In
20 the case of a new street, the employee's supervisor will decide whether the
21 street meets the definition of an all season maintained street, road,
22 highway, etc.

23
24 D. The Employee will be required to send an Interoffice Communication
25 (IOC) through the chain-of command that must be approved by the bureau
26 chief/director before moving. The IOC will provide notice of the intent to
27 move to a residence under the terms of this Article, accompanied by a
28 copy of the Expedia.com map showing that the new residence complies
29 with the Agreement.
30

1 E. The Association will not support requests for a waiver of the mileage
2 limitations outlined in this Article by its bargaining unit members, other
3 than requests that meet the WSP Hardship Regulation.
4

5 F. Employees shall have one hundred and twenty (120) days from the date of
6 transfer or appointment to comply with these guidelines.
7

8 **18.4. Tuition Reimbursement.**
9

10 A. The Employer will reimburse a full-time employee for the cost of tuition
11 and books. Tuition reimbursement will be in accordance with Regulation
12 10.12.060, as long as the subject matter of the specific course or course of
13 study is job-related and the tuition costs do not exceed those found at a
14 state university. The employee must receive approval from the Chief prior
15 to taking the course. A request for tuition shall not be unreasonably
16 denied.
17

18 B. If an employee receives a scholarship, the total amount of the
19 reimbursement from the Employer, combined with the scholarship, shall
20 not exceed one hundred percent (100%) of the cost of tuition and books.
21

22 C. A satisfactory grade of "C" or higher or equivalent is required for
23 reimbursement. The employee must submit documentation as required by
24 Budget and Fiscal Services (BFS) with the request for reimbursement
25 within sixty (60) days of the school releasing grades.
26

27 D. In the event the Employer directs an employee to attend any formal
28 training course, all books and incidental fees will be paid by the Employer.
29

1 E. Once a request for tuition reimbursement has been approved the Employer
2 will reimburse the cost of tuition and books as provided above. BFS will
3 process tuition reimbursements within sixty (60) days of receiving the
4 documentation required in Section 18.4 C. An employee shall not receive
5 federal or state educational reimbursement funds that exceed the total
6 tuition for any course.

7
8 F. If an employee receiving tuition reimbursement misses two (2)
9 consecutive terms of school, the Employer shall send a letter requesting
10 the employee notify the Employer of whether the employee intends to
11 continue to attend school. If the employee does not attend school during
12 the following two (2) terms then the employee must reapply for tuition
13 reimbursement when attendance resumes.

14
15 G. When an employee completes an educational program, the employee shall
16 notify the Employer so the Employer can remove the employee's name
17 from the tuition reimbursement list. If the employee pursues an additional
18 degree then the employee must reapply for tuition reimbursement.

19
20 H. No more than twenty-five percent (25%) of the bargaining unit members
21 shall receive tuition reimbursement at any given time. If at any time the
22 maximum twenty-five percent (25%) limit is reached, then all subsequent
23 requests for tuition reimbursement shall be placed on a waiting list in
24 order of the date of application

25
26 **18.5. Continuing Education**

27 The Employer will make a reasonable effort to accommodate the needs of
28 employees who wish to pursue their education without taking a leave of absence,
29 subject to the following regulations:
30

1 A. Employees shall submit a request to the district/division/section
2 commander.

3
4 B. Adequate availability of the employee shall be maintained.

5
6 C. Employee's work performance must continue at an acceptable level.

7
8 D. Classes shall not be attended on state time. Employees may not attend
9 classes in uniform, but, subject to the approval of the Chief or designee
10 may use state vehicles to drive to and from the classes, and, subject to
11 supervisory approval may split their shifts to enable attendance at the
12 classes, as long as the class is not disjunctive from the shift. The
13 Employer shall have full discretion as to the use of state equipment.

14
15 E. When several members of a division, district or section wish to attend
16 classes, the following shall be considered in resolving conflicts:

- 17
18 1. Seniority in rank/position by commissioned time, agency time, and
19 total state service time;
20
21 2. Date of request to attend classes; and
22
23 3. Evaluation of the employee's goals.
24

25 F. Upon completion of an educational program, employees shall forward to
26 Human Resource Division copies of certificates, transcripts, or degrees.

27
28 G. The provisions of this Section do not apply to the attendance of Employer-
29 selected employees at a command college or other professional command
30 school.

1
2 **18.6. Vehicles**
3

4 A. Non-line employees with personally assigned patrol vehicles will be
5 allowed to use their vehicle for commuting purposes. They agree to record
6 all traffic enforcement activity on the Time and Activity Reports. When in
7 uniform driving a personally assigned patrol vehicle with emergency
8 equipment (emergency lights, siren, and communication radio) employees
9 will:

- 10
11 1. Handle disabled vehicles on the roadway;
12
13 2. Take traffic law enforcement action on significant traffic violations
14 that they observe; and
15
16 3. Stand-by collision scenes they either come upon and/or injury
17 collisions where they are the closest responder until a trooper or
18 sergeant arrives to take over the scene.
19

20 B. All non-line employees with personally assigned patrol vehicles are
21 expected to handle other emergency calls for service, as needed. WSP will
22 provide additional traffic enforcement training to employees with
23 personally assigned patrol vehicles as needed.
24

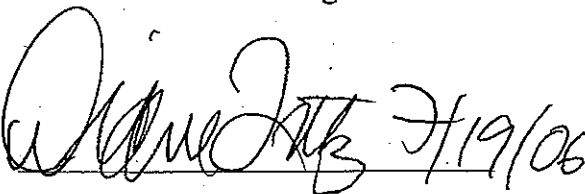
25 C. Should a non-line employee with a personally assigned patrol vehicle be
26 alleged to be in non-compliance with the requirements of Section 18.6A,
27 the Employer will notify the Association of the employee's alleged failure
28 to comply. The Association agrees to contact the employee that is
29 suspected of not complying with the Agreement and take whatever action it
30 feels appropriate to verify the facts, and, as appropriate, to encourage

1 compliance. If after the contact by the Association, the employee is again
2 alleged to be in non-compliance with the requirements of Section 18.6A,
3 and the Chief proposes to remove the employee's personally assigned
4 patrol vehicle, the Chief shall notify the employee of the proposed action
5 and, upon request by the employee, shall meet with the employee to
6 consider information submitted by the employee about his/her alleged
7 noncompliance before making a final decision. Such requested meeting
8 shall take place within seven (7) days of the notice to the employee of the
9 Chief's proposed action. The employee may be assisted by an Association
10 representative at the meeting. The decision to remove a personally assigned
11 vehicle for non-compliance with Section 18.6A shall take effect thirty (30)
12 days after communication to the employee of the Chief's final decision.
13 The final decision by the Chief will not be subject to the grievance
14 procedure of this Agreement or other administrative or legal action.
15 During the time that the employee's car is removed, the employee is not
16 required to comply with this Section. A personally assigned patrol vehicle
17 may be returned to the employee at the discretion of the Chief.
18

19 D. Non-line employees with personally assigned patrol vehicles will work in
20 the field in a traffic law enforcement capacity on five (5) holidays in each
21 calendar year. The holidays worked pursuant to this Subsection will be
22 determined by the employee.
23

24 For the State of Washington:

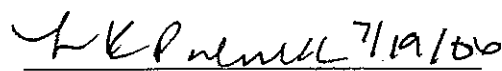
For the Association:

25
26
27  7/19/06

28 Diane Lutz

date

29 Chief Spokesperson

 7/19/06

Leann Paluck

date

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE 19

SENIORITY

19.1. Definition

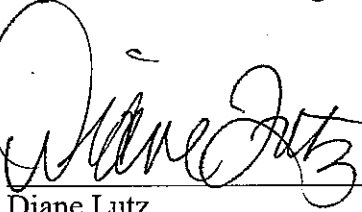
Seniority shall be defined as the total length of service in the current or any higher rank held by the employee.

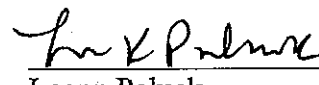
19.2. Determination of Seniority

Ties in seniority of two (2) or more employees with the same rank shall be given to the employee with the earliest commission date. If the employees have the same commission date, then the tie will be broken by determining the employee's anniversary date of hire with the State Patrol. If the employees have the same anniversary date, then the tie will be broken by lot. Anniversary date is the original hiring date adjusted by leave without pay or break in service.

For the State of Washington:

For the Association:

 6/23/06
Diane Lutz date

 6/27/06
Leann Paluck date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE 21

EMPLOYER FACILITIES

21.1. Access to Employees

The Employer agrees to allow members of the Association the opportunity to have access to employees who are newly appointed to Association bargaining unit positions. This access shall be allowed for up to one (1) hour of paid release time for the newly appointed employee and on non-paid status for Association representatives.

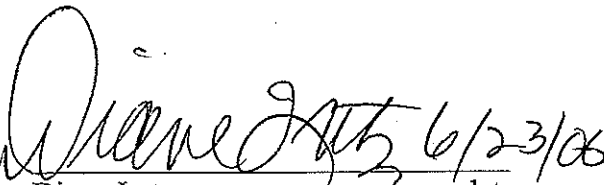
21.2. Access to Electronic Mail/Bulletin Boards

Association members may use the Employer's electronic mail and/or electronic bulletin board(s) when the use of that equipment is of mutual benefit to both Employer and the Union.


The intent of this Section is that the access and use of this system be done during non-work/non-paid time. There are no expectations that the Employer will provide any additional equipment for access specifically for the furtherance of this Article.

For the State of Washington:

For the Association:


Diane Lutz
Chief Spokesperson

6/23/06
date


Leann Paluck
Chief Spokesperson

6/27/06
date

TENTATIVE AGREEMENT

ARTICLE 23

STRIKES

23.1. Strikes

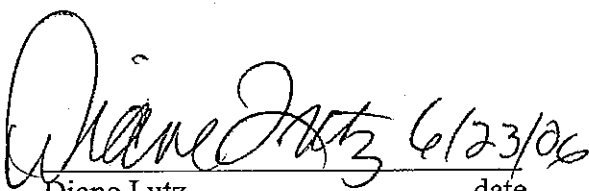
The Association and its members guarantee that they will not initiate, cause, permit, participate, or join in any strike, unauthorized absenteeism, work stoppage or slowdown, or other interruption of Employer services. Employees in the bargaining unit, while acting in the course of their employment, will not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line.

23.2. Lock Out

The Employer will not lock out employees as a consequence of any dispute arising during the period of this Agreement.

For the State of Washington:

For the Association:


Diane Lutz

6/23/06
date

Chief Spokesperson


Leann Paluck

6/27/06
date

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE 24

ASSOCIATION-MANAGEMENT COMMUNICATION

24.1. Concurrence Process

Prior to implementation of changes to the Regulation Manual or to the Administrative Investigation Manual, the Employer will send copies of the proposed changes to the President of the Association. The Employer will consider any comments or concerns of the Association before finalizing and publishing the changes.

24.2 The Employer agrees to make available a copy of new rules and regulations to each employee.

24.3. Labor Relations Advisory Committee (LRAC)

A. Purpose

The purpose of this Section is to establish an orderly procedure for review of matters appropriate for discussion between the parties. Said matters will be limited to those of a group nature (a) that are or appear to be systemic causes for grievance(s) or misunderstanding(s); or (b) that may improve the efficiency or effectiveness of district/section operations. The Labor Relations Advisory Committee is not a forum for ongoing or revisionary negotiations. Nothing in this Article precludes the Association from requesting a meeting with the Chief regarding an issue discussed at an LRAC meeting for which no resolution was reached. If the Association requests such a meeting, the Chief will meet with the Association President to attempt to resolve the issue within forty-five (45) days of receipt of the request

1
2 B. Composition of Committee

3 This committee shall be composed of three (3) Association representatives
4 and three (3) Washington State Patrol management representatives,
5 including one (1) member of the Employer's Labor Relations staff, who
6 will serve as the committee's coordinator. Additionally, the Association
7 may have in attendance at the meetings of the Labor Relations Advisory
8 Committee its choice of labor representative for the purpose of counseling
9 its representatives.
10

11 C. Meeting Dates

12 Meetings of the Labor Relations Advisory Committee shall be held at the
13 mutual consent of the Employer and the Association and at mutually
14 agreeable times and locations. Either side may request a meeting, and the
15 meeting shall be held as soon as possible, but in every case within thirty
16 (30) days of such request unless mutually agreed otherwise.
17

18 Agenda items which comply with Subsection 24.3A, submitted at the time
19 the request to meet is made, shall be included on the agenda of the next
20 meeting, and reasonable time shall be given to discuss those items.
21

22 D. Meeting Minutes

23 Any minutes that either party desires to take shall be the responsibility of
24 that party.
25

26 E. Attendance of Association Representatives

27 Meetings will be held during normal business hours (0800-1700/Monday-
28 Friday). Association representatives to the LRAC scheduled to work
29 during the hours in which the meeting is conducted shall be given paid
30 release time for time spent attending and traveling to and from the

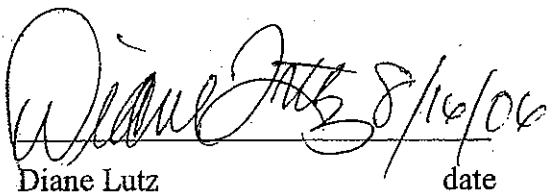
1 meeting; however, overtime, compensatory time, or exchange time shall
2 not be accrued by any of the representatives as a result of attending an
3 LRAC. Any other costs associated with the Association representatives
4 attending an LRAC meeting shall be borne by the Association. Other
5 Association representatives (other than the three (3) identified in
6 Subsection 24.3B) shall be on their own time, travel in their own personal
7 vehicle (unless attending with a representative identified in Subsection
8 24.3B), and bear all costs associated with attending LRAC meetings.

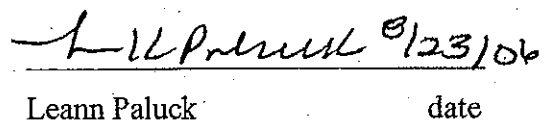
9
10 F. Scope of Authority

11 The committee established under this Section shall be a forum for the
12 resolution of potential problems; however, the committee shall be used for
13 discussions only, and will have no authority to conduct any negotiations,
14 bargain collectively or modify any provision of this Agreement, unless
15 done in accordance with Article 28.3. The committee's activities and
16 discussions will not be subject to the grievance procedure in Article 17.
17 Nothing in this Section shall be construed as limiting the right of the
18 Association or any of its members to file and process a grievance for an
19 alleged violation of this Agreement. Further, the decision of the
20 Association to either take an issue or not take an issue to LRAC shall not
21 be construed as a waiver of any other rights, which the Association or its
22 members may possess.

23
24 For the State of Washington:

For the Association:

25
26
27  8/16/06
28 Diane Lutz date

29  8/23/06
Leann Paluck date

30 Chief Spokesperson

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE 25

HEALTH AND SAFETY CONCERNS

25.1. Purpose

The Employer and the Association will cooperate in the endeavor to promote safe and healthful working conditions, will cooperate in safety matters, and will encourage employees to work in a safe manner.

25.2. Statutory Compliance

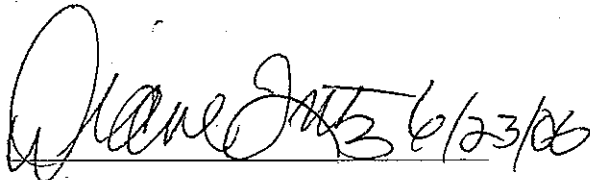
All work shall be performed in conformity with the applicable safety standards established by or referred to in the Washington Industrial Safety and Health Act, the Occupational Safety and Health Act, and those regulations approved and adopted by the Washington State Department of Labor and Industries.

25.3. Labor Relations Advisory Committee

Issues of a group nature involving safety or equipment are appropriate items for the Labor Relations Advisory Committee.

For the State of Washington:

For the Association:

 6/23/06

 6/27/06

Diane Lutz date

Leann Paluck date

Chief Spokesperson

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE 26

PROFESSIONAL FEES AND DUES

26.1. Community Service Organizations

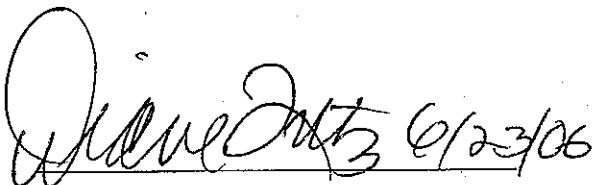
If an employee is required by the Employer to belong to a community service organization, the dues shall be paid by the Employer and attendance will be on-duty time.

26.2. Professional Organizations

If an employee is required by the Employer to belong to a professional organization, the dues shall be paid by the Employer and attendance will be on-duty time.

For the State of Washington:

For the Association:

 6/23/06

Diane Lutz

date

Chief Spokesperson

 6/27/06

Leann Paluck

date

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE 28

TERMS, AMENDMENTS & MODIFICATION OF THE AGREEMENT

28.1. Effective Dates

All provisions of this Agreement shall become effective July 1, 2007, and will remain in full force and effect through June 30, 2009.

28.2. Application

The terms and conditions of this Agreement shall apply prospectively. This Agreement may be reopened at any time during its effective term only by mutual consent of both parties. Any and all requests for negotiations on mid-term changes shall be in writing and shall specify items proposed for consideration.

28.3 The authority to negotiate supplemental agreements or Memoranda of Understanding rests within the Labor Relations Office of the Office of Financial Management (OFM). In the event the Labor Relations Office of the OFM delegates the authority to negotiate supplemental agreements or Memoranda of Understanding to the Chief of the State Patrol or designee during the term of this Agreement, the following will apply:

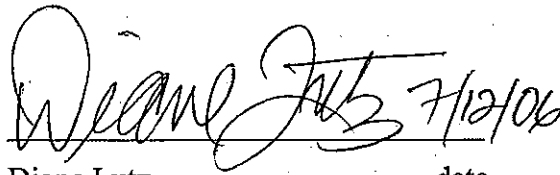
A. All supplemental agreements or Memoranda of Understanding will be considered tentative agreements until approved by the Labor Relations Office of OFM; and

B. No supplemental agreements or Memoranda of Understanding may be entered into which conflict with the Agreement without the approval of the Labor Relations Office of OFM.

28.4. Successor Negotiations

Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2008, and no later than January 31, 2008. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties. This Agreement shall remain in full force and effect during the negotiations for any successor Agreement, but shall remain in effect for no more than a total of three (3) years.

For the State of Washington:

 7/12/06

Diane Lutz date
Chief Spokesperson

For the Association:

 7/19/06

Leann Paluck date
Chief Spokesperson

ARTICLE X

COMPENSATION

X.1 Effective July 1, 2007, all salary ranges and steps for Captains and Lieutenants of the WSP Commissioned Officer Salary Schedule that was in effect on June 30, 2007 shall be increased by four percent (4%), as shown in Compensation Appendix A, attached. Effective July 1, 2008, all salary ranges and steps for Captains and Lieutenants of the WSP Commissioned Officer Salary Schedule that was in effect on June 30, 2008 shall be increased by four percent (4%), as shown in Compensation Appendix B, attached.

X.2 Definitions

For purposes of this Article:

- A. Base rate of pay is defined as the entry level lieutenant or captain salary including longevity premium; and
- B. Regular rate of pay is defined as the base rate of pay as well as specialty pay and education incentive pay.

X.3 Longevity Premium Pay - Lieutenants

Lieutenants will receive longevity pay in accordance with the following schedule:

- A. Two percent (2%) longevity pay based upon the top pay step of the Commissioned Officer Salary Schedule for the Lieutenants shall be added to the salaries identified in the applicable Compensation Appendix for all employees with five (5) through nine (9) years of commissioned service.

1 B. An additional two percent (2%) longevity pay shall be added for all
2 employees with ten (10) through fourteen (14) years of commissioned
3 service.

4
5 C. An additional two percent (2%) longevity pay shall be added for all
6 employees with fifteen (15) through nineteen (19) years of commissioned
7 service.

8
9 D. An additional two percent (2%) longevity pay shall be added for all
10 employees with twenty (20) or more years of commissioned service.

11
12 **X.4 Longevity Premium Pay – Captains**

13 Captains will receive longevity pay in accordance with the following schedule:
14

15 A. Two percent (2%) longevity pay based upon the top pay step of the
16 Commissioned Officer Salary Schedule for the Captains, shall be added to
17 the salaries identified in the applicable Compensation Appendix for all
18 employees with fifteen (15) through nineteen (19) years of commissioned
19 service.

20
21 B. An additional two percent (2%) longevity pay shall be added for all
22 employees with twenty (20) or more years of commissioned service.

23
24 **X.5 Education Incentive**

25
26 A. The following monthly education incentive pay will be paid to each
27 employee upon completing the listed degree and providing proof of
28 completion to the agency.

29
30 Associate Degree Two percent (2%)

Bachelor Degree Four percent (4%)

Masters/Advanced Degree Six percent (6%)

B. The above percentages will be based upon the employee's base rate of pay.

C. An employee will be entitled to one (1) education incentive pay only.

D. Degrees must be from an accredited institution of higher education.

X.6 Shift Differential – Lieutenants only

Shift differential will be paid at five percent (5%) of the employee's regular rate of pay for all hours worked between 6:00 p.m. and 6:00 a.m., including overtime hours.

X.7 Specialty Pay

A. The Employer will pay specialty pay as follows to employees assigned primarily to the following responsibilities:

<u>Premium</u>	<u>Monthly Rate</u>
Legislative Liaison*	Five percent (5%)
Multi-Engine Pilot**	Ten percent (10%)
OPS, CID and IAD	Three percent (3%)
Single Engine Pilot**	Five percent (5%)
SWAT Member	Three percent (3%)

*Provided only during legislative session.

**An employee may only receive one (1) pilot specialty pay.

1 B. The above percentages will be based upon the employee's base rate of
2 pay.

3
4 C. An employee may hold up to two (2) full-time percentage specialty
5 assignments, except that an employee may hold only one (1) pilot
6 specialty pay.

7
8 **X.8 Salary Upon Promotion**

9 Employees who are promoted will be compensated at the higher level based on
10 their longevity as a commissioned employee and education incentive pay.

11
12 **X.9 Out of Class Work**

13
14 A. Requirements

15 Any employee who is assigned the responsibilities of a position higher
16 than he/she presently holds for forty (40) or more consecutive hours shall
17 be paid at the rate of that position or rank while so acting. The rate of pay
18 for the purposes of this Section shall be the rate that the employee would
19 receive had he/she been promoted to that position from his/her normal
20 position. However, if more than one (1) employee is assigned at different
21 times to fill the same position of the higher classification for five (5) or
22 more consecutive working days, the employees filling the position will be
23 paid at the higher rate for all time worked in the higher classification.
24 Compensation shall not be paid more than once for the same hours under
25 any provision of this Section or Agreement.

26
27 B. Lieutenant's Acting Pay Options

28 1. Lieutenants appointed to acting captain positions will be allowed
29 to choose between one (1) of the following two (2) pay options
30 prior to the beginning date of that appointment:

1
2 a. The lieutenant can elect to continue to receive lieutenant's
3 pay and benefits while in the acting captain position; or

4
5 b. The lieutenant can elect to receive acting captain pay and
6 benefits while in the acting captain position.

7 2. A lieutenant who elects to receive captain pay and benefits during
8 the acting appointment and earns exchange time during that
9 appointment must use the accumulated exchange time within sixty
10 (60) days after the acting appointment ends, unless the captain
11 determines operational necessity prevents it.
12

13 **X.10 Clothing Allowance**

14 Employees assigned to IAD, CID and OPS shall receive a six hundred dollar
15 (\$600) annual clothing allowance.
16

17 **X.11 Parking**

18 The Department of General Administration will manage parking on the Capitol
19 Campus in accordance with RCW 46.08.172. Employees assigned to the Capitol
20 Campus or General Administration Building will pay all applicable parking fees.
21

22 **X.12 Homeland Security/Emergency Preparedness Contract Supplemental Pay for**
23 **Captains**

24 Where permissible under contracts funded by non-agency funds, work performed
25 by Captains in excess of their established workweeks related to the planning and
26 conduct of Homeland Security or Emergency Preparedness exercises shall receive
27 supplemental pay of an additional one hundred fifty percent (150%) of their base
28 rate of pay for all hours actually worked on such projects. This Section shall not
29 apply to Washington Traffic Safety funded projects.
30

X.13 Geographic Assignment Pay

In recognition of the fact that the higher cost of living impacts the ability to recruit and/or retain employees and impairs the effective operation of the WSP, the Employer will pay employees (1) whose positions are located in King, Snohomish and Pierce counties and (2) whose residences are located in King, Snohomish and Pierce counties the following additional percentage applied to the employee's base rate of pay, based upon the employee's county of residence:

<u>County</u>	<u>Percent of base rate</u>
King	Ten percent (10%)
Snohomish	Five percent (5%)
Pierce	Three percent (3%)

For the State of Washington:

For the Association:

Diane Lutz

date

Chief Spokesperson

Leann Paluck

date

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE X

FAMILY AND MEDICAL LEAVE

X.1 Family and Medical Leave Act

A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and the state Family and Medical Leave Act of 2006, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for any combination of the following:

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child; or
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work; or
3. Family medical leave to care for a spouse, son, daughter, parent, or domestic partner as defined by WAC 182-12-260 (2) who suffers from a serious health condition that requires on-site care or supervision by the employee.

1 B. Entitlement to FMLA leave for the care of a newborn child or newly
2 adopted or foster child ends twelve (12) months from the date of birth or
3 the placement of the foster or adopted child. Pregnancy disability leave
4 will be in addition to the twelve (12) weeks of FMLA leave.
5

6 C. The one thousand two hundred fifty (1,250) hour eligibility requirement
7 noted above does not count paid time off such as time used as annual
8 leave, sick leave, personal holidays, compensatory time off, holiday
9 credits, or shared leave.
10

11 X.2 The twelve (12) week FMLA leave entitlement is available to the employee,
12 provided that eligibility requirements listed in Section X.1 are met. The FMLA
13 leave entitlement period will be a rolling twelve (12) month period measured
14 forward from the date an employee begins FMLA leave. Each time an employee
15 takes FMLA leave during the twelve (12) month period, the leave will be
16 subtracted from the twelve (12) weeks of available leave.
17

18 X.3 The Employer will continue the employee's existing employer-paid health
19 insurance, life insurance and disability insurance benefits during the period of
20 leave covered by FMLA. The employee will be required to pay his or her share
21 of health insurance, life insurance and disability insurance premiums.
22

23 X.4 The Employer has the authority to designate absences that meet the criteria of the
24 FMLA. The use of any paid or unpaid leave (excluding leave for a work-related
25 illness or injury covered by workers' compensation or assault benefits and
26 compensatory time) for an FMLA-qualifying event will run concurrently with, not
27 in addition to, the use of the FMLA for that event.
28

29 X.5 Parental Leave
30

1 A. Parental leave will be granted to the employee for the purpose of bonding
2 with his or her natural newborn, adoptive or foster child. Parental leave
3 may extend up to six (6) months, including time covered by the FMLA,
4 during the first year after the child's birth or placement. Leave beyond the
5 period covered by the FMLA may only be denied by the Employer due to
6 operational necessity. Such denial may be grieved beginning at step two
7 of the grievance procedure in Article 16.

8
9 B. Parental leave may be a combination of the employee's accrued vacation
10 leave, sick leave for pregnancy disability or other qualifying events,
11 personal holiday, compensatory time, holiday credits or leave without pay.

12
13 X.6 Serious health condition leave consistent with the requirements of the FMLA will
14 be granted to an employee in order to care for a spouse, son, daughter, parent, or
15 domestic partner as defined by WAC 182-12-260 (2) who suffers from a serious
16 medical condition that requires on-site care or supervision by the employee.
17 Personal medical leave consistent with the requirements of the FMLA will be
18 granted to an employee for his or her own serious health condition that requires
19 the employee's absence from work. The Employer may require that such
20 personal medical leave or serious health condition leave be supported by
21 certification from the employee's or family member's health care provider.

22
23 X.7 Personal medical leave or serious health condition leave covered by the FMLA
24 may be taken intermittently when certified as medically necessary.

25
26 X.8 Upon returning to work after the employee's own FMLA-qualifying illness, the
27 employee will be required to provide a fitness for duty certificate from a health
28 care provider.

1 X.9 The employee will provide the Employer with not less than thirty (30) days'
2 notice before the FMLA leave is to begin. If the need for the leave is
3 unforeseeable thirty (30) days in advance, then the employee will provide such
4 notice when feasible.
5
6

7 For the State of Washington:

For the Association:

8
9
10  6/27/06

 6/27/06

11 Diane Lutz date

Leann Paluck date

12 Chief Spokesperson

Chief Spokesperson